

COMMONWEALTH OF MASSACHUSETTS
SUPERIOR COURT DEPARTMENT

ESSEX, SS.

CIVIL ACTION NO. 2177CV00336

COMMONWEALTH OF MASSACHUSETTS)
)
Plaintiffs,)
)
v.)
)
NORTH ANDOVER AUTO SCHOOL, LLC,)
dba MV AUTO SCHOOL,)
and MICHAEL J. LAROCQUE)
)
Defendants,)
)
PEOPLES UNITED BANK,)
SALEM FIVE CENTS SAVINGS BANK)
)
Trustee- Defendants)
)
KEVIN BLEASE, and)
MICHAEL LAROCQUE as trustee of the)
203-204 TURNPIKE STREET REALTY TRUST,)
)
Reach and Apply Defendants)
_____)

FINAL JUDGMENT BY CONSENT
AS TO DEFENDANTS MICHAEL LAROCQUE AND
NORTH ANDOVER AUTO SCHOOL, LLC

Plaintiff, the Commonwealth of Massachusetts (the “Commonwealth”), by and through its Attorney General Andrea Joy Campbell, and Defendants Michael Larocque (“Larocque”) and North Andover Auto School, LLC (“NAAS”) (hereinafter, collectively, “Defendants”), consent to the entry of this Final Judgment by Consent (“Final Judgment”) and its provisions in order to resolve this litigation without further trial or adjudication.

WHEREAS, the Commonwealth alleges in its Amended Complaint filed on September 13, 2021, and attached hereto as Exhibit 1 (“Complaint”), that Defendant Larocque committed unfair or deceptive acts in violation of G.L. c. 93A, § 2, in connection with his operation of NAAS and his failure to issue refunds to consumers after NAAS shut down on October 6, 2020;

WHEREAS, the Parties have agreed to resolve the Commonwealth’s claims against the Defendants in accordance with this Final Judgment;

WHEREAS, the Defendants consent to the entry of this Final Judgment without trial or adjudication of any issue of fact or law;

WHEREAS, the Defendants waive all rights to appeal or otherwise challenge or contest the validity of this Final Judgment;

WHEREAS, the Defendants waive the requirements of Mass. R. Civ. P. 52;

WHEREAS, the Defendants acknowledge that this Court has subject matter jurisdiction over this matter and personal jurisdiction over them, and that venue is proper in this Court; and

WHEREAS, nothing in this Final Judgment constitutes an admission, declaration, or other evidence of any fact or law.

NOW, THEREFORE, upon consent of the Commonwealth, Larocque, and NAAS (together, the “Parties”), the Court finding there is good and sufficient cause to enter this Final Judgment, and there being no just reason for delay, pursuant to Mass. R. Civ. P. 58(a) and 54(b), it is hereby ORDERED, ADJUDGED, AND DECREED that:

I. JURISDICTION AND VENUE

1. The Attorney General is authorized to bring this action pursuant to G.L. c. 93A, § 4, and G.L. c. 12, § 10.

2. This Court has jurisdiction over the subject matter of this action and the parties to this action pursuant to G.L. c. 93A, § 4, G.L. c. 12, § 10, and G.L. c. 223A, § 3.

3. Venue is proper in Essex County pursuant to G.L. c. 93A, § 4, and G.L. c. 223, § 5.

II. DEFINITIONS

4. “Effective Date” shall mean the date on which the Court approves and enters this Final Judgment.

III. PARTIES SUBJECT TO FINAL JUDGMENT

5. Plaintiff in this action is the Commonwealth of Massachusetts represented by the Office of the Attorney General.

6. Defendant Larocque is a natural person currently incarcerated at the Souza-Baranowski Correction Center in Lancaster, Worcester County, Massachusetts. From approximately January 22, 2008 until October 6, 2020, Larocque was the Manager of NAAS and a classroom instructor at NAAS.

7. Defendant NAAS was a licensed professional driving school that provided instruction at locations in North Andover, Andover, and Haverhill, Essex County. NAAS was operational from approximately January 22, 2008 until October 6, 2020.

IV. INJUNCTIVE TERMS

8. Larocque and NAAS, whether acting directly or indirectly, individually or through employees, officers, agents, servants, attorneys, successors and/or assigns, or through any corporate or other device, or through other persons and entities acting under their direction or control, are hereby permanently enjoined from:

- a. Operating, including applying for any license to operate, any driving school pursuant to 540 Code Mass. Regs. § 23.04, G.L. c. 90, § 32G, and G.L. c. 90, § 32G½.
- b. Providing driver education instruction, including applying for a license to provide such instruction, pursuant to 540 Code Mass. Regs. § 23.03, G.L. c. 90, § 32G, and G.L. c. 90, § 32G½.

V. MONETARY PAYMENT

9. Within the time set forth below, Larocque and NAAS, jointly and severally, shall pay the Commonwealth the sum of \$300,000.00 (the “Monetary Payment”) as follows:
 - a. Within thirty (30) days of the Effective Date of this Final Judgment, Larocque and NAAS, jointly and severally, shall pay the Commonwealth the sum of \$186,868.30. This payment shall be made by wire transfer or check payable to the “Commonwealth of Massachusetts,” and shall be delivered to Colin Harnsgate, Assistant Attorney General, Consumer Protection Division, One Ashburton Place, 18th Floor, Boston, Massachusetts 02108. The check or wire transfer shall include the name and docket number of this proceeding in the memo line.
 - b. The Defendants hereby immediately release and assign to the Commonwealth the sum of \$113,131.70, which represents cash and bank account assets seized from the Defendants by the Massachusetts State Police on or about September 18, 2020. These assets are currently in the custody and control of the Office of the Comptroller. Within thirty (30) days of the Effective Date of this Final Judgment or as soon as practicable, the Office of the Comptroller shall transfer these funds

to a trust account, as designated by the Office of the Attorney General, to be used in accordance with Paragraph 10.

10. At her sole discretion, the Attorney General may use or distribute the Monetary Payment, in any amount, allocation, or apportionment and for any purpose permitted by law, including but not limited to: (a) payments to or for consumers and for the facilitation of this Final Judgment; (b) payments to the General Fund of the Commonwealth of Massachusetts; (c) payments to the Local Consumer Aid Fund established pursuant to G.L. c. 12, § 11G; and/or (d) for programs or initiatives in furtherance of the protection of the people of the Commonwealth.

VI. NOTICE

11. Whenever communication regarding the terms of this Final Judgment is necessary, or to facilitate the implementation of this Final Judgment, such communication shall be made to:

Attorney General's Office
c/o: Colin Harnsgate
Assistant Attorney General
Consumer Protection Division
One Ashburton Place, 18th Floor
Boston, MA 02108

Gleason Law Offices, P.C.
c/o: Sean Gleason
163 Merrimack Street
Haverhill, MA 01830-6129

The Parties may assent to such communication being made via email to colin.harnsgate@mass.gov and sean@gleasonlawoffices.com.

VII. OTHER PROVISIONS

12. The Parties shall fully cooperate with one another in the implementation of this Final Judgment.

13. The provisions of the Final Judgment shall be construed in accordance with the laws of the Commonwealth of Massachusetts.

14. This Court retains jurisdiction of this matter for the purpose of enabling any party to apply to the Court at any time for such further orders and directions as may be necessary or appropriate for the interpretation or the carrying out of this Final Judgment, for the modification of any of the injunctive provisions hereof, for enforcement of compliance herewith, and for the punishment of violations hereof, if any, and all other relief as the Court deems just and proper.

15. The preliminary injunction, entered by this Court on April 1, 2021, is hereby dissolved.

16. The Parties acknowledge that they have jointly filed a Motion to Dissolve Trustee Process Attachment as to the following trustees: Salem Five Cents Savings Bank and Peoples United Bank.

17. Consent to this Final Judgment does not constitute an approval by the Commonwealth or the Attorney General's Office of any of Larocque's or NAAS's acts or practices, and Larocque and NAAS shall make no such representations.

18. Nothing in this Final Judgment shall be construed as relieving Larocque or NAAS of the obligation to comply with all state and federal laws, regulations, and rules, nor shall any of the provisions of this Final Judgment be deemed to be permission to engage in any acts or practices prohibited by such laws, regulations, and rules.

19. Larocque and NAAS shall not participate in any activity or form a separate entity or corporation for the purpose of engaging in acts or practices in whole or in part that are prohibited by this Final Judgment or for any other purpose that would otherwise circumvent any term of this Final Judgment. Larocque shall not knowingly cause, permit, or encourage any other persons or entities acting on their behalf, to engage in practices prohibited by this Final Judgment.

20. Larocque and NAAS relinquish dominion and all legal and equitable right, title, and interest in all assets transferred pursuant to this Final Judgment and may not seek the return of any such assets. Larocque and NAAS stipulate and agree that the facts alleged in the Complaint will be taken as true, without further proof, in any subsequent civil litigation by or on behalf of the Attorney General's Office to enforce its right to any payment pursuant to this Final Judgment, such as a nondischargeability complaint in any bankruptcy proceeding. Larocque and NAAS stipulate and agree that the facts alleged in the Complaint establish all elements necessary to sustain an action by or on behalf of the Attorney General's Office pursuant to Section 523(a)(2)(A) of the Bankruptcy Code, 11 U.S.C. § 523(a)(2)(A), and this Final Judgment shall have collateral estoppel effect for such purposes.

21. This Final Judgment is without prejudice to, and in no way waives or limits, the rights of any person to pursue their private rights of action or other rights to obtain relief, in any forum that may be available to them, or through any other means.

22. The provisions of this Final Judgment shall be severable, and should any provision be declared by a Court of competent jurisdiction to be unenforceable, the other provisions of this Final Judgment shall remain in full force and effect.

23. This Final Judgment contains the complete agreement between the Attorney General's Office, Larocque, and NAAS. No promises, representations, or warranties other than those set forth in this Final Judgment have been made between the parties. This Final Judgment supersedes all prior communications, discussions, or understandings, if any, between the Attorney General's Office and Larocque, whether oral or in writing.

24. This Final Judgment may not be modified except by further order of the Court.

25. The Court has determined that there is no just reason for delay and, pursuant to Mass. R. Civ. P. 54(b), directs the Clerk to enter this Judgment forthwith.

SO ORDERED.

Kristen Buxton
Justice, Superior Court

Dated: May 10, 2024